

## Agreement

This Memorandum of Agreement, entered into by and between the City of Boston, hereinafter called the "City" or "Municipal Employer", and SENA, Salaried Employees of North America, a division of the United Steelworkers, AFL-CIO, CLC, on behalf of SENA Local 9158, herein after called the "Union" or "SENA" is the product of collective bargaining conducted pursuant to Chapter 150E of the Massachusetts General Laws for the purpose of reaching a successor collective bargaining agreement to the July 1, 2003 – June 30, 2006 collective bargaining agreement. Except as amended herein, this Memorandum of Agreement carries forward and preserves the terms and conditions contained in the Agreement in effect July 1, 2003 – June 30, 2006. Which shall be extended without modification for the period commencing on July 1, 2006 and ending on June 30, 2008, and the period commencing July 1, 2008 and ending on September 30, 2010. The provisions of this Memorandum of Agreement are effective upon execution by the Mayor of the City of Boston, unless specifically stated otherwise.

## Witnesseth

Except as amended and supplemented herein, this Memorandum of Agreement carries forward and preserves the terms and conditions contained in the Agreement effective, July 1, 2003 – June 30, 2006. Except as otherwise stated herein, these amendments shall be effective as of the execution of the Memorandum by the Mayor of the City of Boston.

WHEREAS the above-cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through the creation of increased morale and efficiency; and

WHEREAS as the parties agree to act at all times in such a manner so as to assure proper dignity and respect for all City employees and for the people they serve.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

## ARTICLE I.

### Persons Covered by This Agreement

**Section 1.** The City recognizes the Union as the exclusive representative, for the purposes of collective bargaining relative to wages, hours and other conditions of employment of all employees in the service of the City as defined in MLRC Certification dated June 2, 1986, as amended by the Memorandum of Agreement between the parties dated April 17, 1987.

**Section 2.** The parties agree that with regard to the title of Principal Administrative Assistant only, inclusion in, or exclusion from the bargaining unit shall be determined as follows:

- a) positions graded at or below the rate of MM-7 shall be included in the unit;

- b) in the event that a Principal Administrative Assistant position is upgraded beyond that of an MM8 without any substantial change in duties or responsibilities the position shall remain in the bargaining unit.
- c) positions existing on the effective date of this Agreement at the rate of MM-8 shall be deemed included except for the positions listed in Appendix A;
- d) positions created after the effective date of this Agreement at the rate of MM-8 shall be discussed by the Office of Personnel Management and local Union officials as soon as it is known that such positions are needed. A semiannual review by the Labor Management Committee referenced in Article 17 shall be held upon request by the Union of such MM-8 positions excluded. Should the Committee fail to agree on the Position's inclusion or exclusion, the Union may file for arbitration on the issue of whether the City has utilized the MM-8 Principal Administrative Assistant position to undermine the bargaining unit.

**Section 3.** Effective January 1, 2005, the City recognizes SENA 9158 as the exclusive representative, for the purposes of collective bargaining relative to wages, hours, and other conditions of employment for all positions formally covered under the SENA, Local 9158E (Public Facilities/DND) collective bargaining agreement.

## **ARTICLE II.**

### **Payroll Deduction of Union Dues and Agency Service Fee**

**Section 1.** In accordance with the provisions of Section 17A, Chapter 180, of the General Laws (Chapter 740 of the Acts of 1950), accepted by the City Council of the City of Boston on January 15, 1951, and approved by its Mayor January 17, 1951, union dues shall be deducted weekly from the salary of each employee who executes and remits to the Municipal Employer a form of authorization of payroll deduction of union dues. Remittance of the aggregate amount of dues deducted shall be made to the Union's Treasurer within thirty (30) working days after the month in which dues are deducted.

**Section 2.** Pursuant to General Laws, Chapter 150E, Section 12 to assure that employees covered by this Agreement shall be adequately represented by the Union and other conditions of employment, the Collector-Treasurer of the City shall deduct from each such employee during the life of this collective bargaining Agreement and pay over to the Union, the exclusive bargaining agent of such employees, as an agency service fee, an amount equal to the weekly union dues deduction from the salary of individual employees, which amount is proportionately commensurate with the costs of collective bargaining and contract administration. The Union certifies that this Agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit.

**Section 3.** The Union agrees to indemnify the City for damages or other financial loss that the City may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the City's compliance with Section 1 of this Article.

## **ARTICLE III.**

### **Non-Discrimination**

The City and the Union agree not to discriminate against any employee because of race, color, religion, creed, ancestry, national origin, military status, sex, sexual preference,

age, disability, union activity, membership or non-membership in the Union, or political activity or lack thereof.

The City and the Union agree to apply the concept of affirmative action consistent with the terms of this Agreement.

## **ARTICLE IV.**

### **Residency**

Members of the bargaining unit must be residents of the City of Boston in accordance with the City of Boston's Residency Ordinance (Ord. 1976, c. 9 as amended), except that after ten (10) years of consecutive service with the City of Boston, bargaining unit members will be exempted from the Residency Ordinance.

## **ARTICLE V.**

### **No-Strike Clause**

**Section 1.** No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. Any such action shall be grounds for discipline up to and including termination. The Union agrees that neither it nor, any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such work stoppage, strike, slowdown, or withholding of services.

**Section 2.** Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slow down or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

## **ARTICLE VI.**

### **Separability**

Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

## **ARTICLE VII.**

## Stability of Agreement

**Section 1.** No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

**Section 2.** The failure of the Municipal Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

## ARTICLE VIII.

### Management Rights

**Section 1.** The Municipal Employer reserves and retains the sole and exclusive right to manage, operate and conduct all of its Department's operations and activities, except as otherwise specifically and expressly provided in this Agreement. The enumeration of management rights in this Article is not to be construed as a limitation of management's rights, but rather as an illustration of the nature of the rights inherent in management.

**Section 2.** The Municipal Employer, subject to the express and specific provisions of this Agreement, reserves and retains the exclusive right to hire, promote, assign, transfer, suspend, discipline, discharge, lay off and recall personnel; to establish, create, revise and implement reasonable work rules and regulations including performance evaluations and the criterion upon which bargaining unit members shall be evaluated which shall be used to determine promotions, demotions, layoffs, compensation, and discipline and discharge; to require bargaining unit members to assist the Appointing Authority/designee in the conduct of performance evaluations of those employees supervised by bargaining unit employees whether these employees are members of this or any other bargaining unit; to establish positions and job descriptions and the classifications thereof; to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities; to schedule work as require; to study and use, introduce, install new or improved methods, systems, facilities and/or equipment; to determine methods, processes and procedures by which work is to be performed; to subcontract out work where the purpose is not to undermine the bargaining unit; to schedule and assign work; and in all respects to carry out the ordinary and customary functions of municipal management.

## ARTICLE IX.

### Discipline and Discharge

**Section 1.** No employee who has completed their probationary period as defined in Section 2 below shall be issued a warning, suspended without pay, demoted or discharged without just cause. The City agrees to apply the concept of progressive discipline in all but the most serious cases.

**Section 2.** The probationary period shall be the first one hundred and twenty (120) days of actual work of an employee in the bargaining unit. Any employee provisionally promoted, provisionally appointed, transferred and/or placed in a new position in the bargaining unit, shall served a separate one hundred and twenty (120) days of actual work evaluation period during which time the Appointing Authority at his discretion may return him to his/her same or similar position.

Any period or periods during the first one hundred and twenty (120) days of service for which an employee is not paid (including as little as one (1) day) shall extend the probationary period by that amount of time. For the purpose of employees working on a less than full-time schedule, the probationary period will be considered complete after the employee has actually worked eight hundred and forty (840) hours (seven hours per day for one hundred and twenty days). Any employee's probationary period may be extended at the discretion of the City up to a maximum of three (3) months of actual work. The employee will be notified in writing of the length and reason for the extension. An employee who separates from service and is subsequently re-employed by the City of Boston shall serve a new one hundred and twenty (120)-day probationary period, except in cases of recall or reinstatement.

**Section 3.** The City agrees that in cases where the decision to take disciplinary action is made, the City/Department shall notify the Union President of the appointing authority hearing, and if applicable, the decision.

## ARTICLE X.

### Grievance Procedure

#### A. INTRODUCTION

The City of Boston and the Union recognize that Chapter 150E, Section 8 of the General Laws provides a mechanism for arbitration of disputes between the parties to a collective bargaining agreement and further provides that the parties to an agreement may establish an independent grievance procedure culminating in final and binding arbitration. It is the intent of the parties to this agreement to use their best efforts to encourage the informal and prompt settlement of grievances that may arise between the Union or a member or members of the bargaining unit and the City. Therefore the parties agree, for themselves and for all those whom they represent, that they shall use the procedures set forth in this Article, and no other procedures, for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving the application of this Agreement and of any other matter that is or may become the subject of a grievance as hereinafter defined.

#### B. DEFINITION

**1. Grievance Form** – a grievance form is a written statement, which shall be expressly denominated "Grievance Form", setting forth a grievance as hereinafter defined. A grievance form shall cover all the known facts material to the alleged breach on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.

**2. Grievant** – grievant shall mean the union or any member or members of the bargaining unit, as the case may be, who pursuant to the terms of this Agreement, seek resolution of a grievance.

**3. Grievance** – a grievance of an allegation by the Union or by a member or members of the bargaining unit that an express provision of the Agreement has been breached in its application to it, him, or them, respectively. Any incident that occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

**4. Day** – for the purposes of this Article, day shall mean a working day.

### **C. PROCEDURES FOR FILING A GRIEVANCE**

The Union or any member or members of the bargaining unit having a grievance, as defined above, shall seek its resolution only in accordance with the grievance procedure set forth in this Article.

#### **STEP 1: APPOINTING AUTHORITY/DESIGNEE**

Save as is provided in Section 1, a grievant shall initiate the grievance procedures of this Article by filing with the Appointing Authority or his/her designee, during the term of this Agreement or an extension thereof, a grievance form that a grievance exists. No such notice may be filed more than ten (10) days from the date of occurrence of the event upon which the grievance is based or from the date when the grievant has or should have had knowledge of the event upon which the grievance is based or the grievance shall be waived. The filing date required hereunder shall be deemed to have been complied with by a postmark or date-stamped by the Office of the Appointing Authority dated within the specified time limit. Within five (5) days after the receipt of such notice, the Appointing Authority or his/her designee shall meet with the grievant/Union and attempt to resolve the grievance. If within five (5) days after such meeting or within 20 days after the occurrence or failure of occurrence of the event on which the grievance is based, the Union and the Appointing Authority or his/her designee shall have failed to agree upon a resolution of the grievance, the Union may elect to proceed to Step 2.

#### **STEP 2: OFFICE OF LABOR RELATIONS: CITY GRIEVANCE COMMITTEE**

If the Union elects to proceed to this Step, then within 20 days after the occurrence or failure of occurrence upon which the grievance is based (even if the Appointing Authority has failed to meet pursuant to Step One), it shall file with the City's Office of Labor Relations:

- a. a grievance form; and
- b. all documents and evidence in its possession and upon which it relies or intends to rely as supporting its claim for relief. All such documents and evidence so filed shall form a part of the grievance record. Failure to file a complaint within the time limits specified above shall constitute a waiver of the grievance under this Article. A hearing shall be held within thirty (30) days after filing of the grievance form. Conducting the hearing shall be one or more of the staff of the Office of Labor Relations. In addition the City's Committee to hear grievances may include such other persons as the Office of Labor Relations may from time to time designate. The Office of Labor Relations shall consider any grievance the resolution of which shall have been sought, pursuant to the terms set forth herein, through the prior Steps of the grievance procedure. The City shall file all evidence in its possession upon which it relies or intends to rely as supporting the City's position.

Hearings on grievances filed at this step shall be held within fifteen (15) days after the filing of the grievance form. Within twenty (20) days after the hearing the City Grievance Committee shall issue an answer. If the City Grievance Committee shall have determined that an express provision of this Agreement has been breached in its

application to the grievant as claimed, it shall be consistent with the terms of this Agreement, provide the appropriate remedy for such breach. Whenever the Office of Labor Relations shall have provided any remedy by it deemed appropriate, such remedy shall be set forth by it in writing in its answer. Such determination when so set forth in writing shall thereafter form a part of the grievance record. If the grievance shall not have been resolved to the satisfaction of the Union, then, subject to the provisions of the Article, it may elect to proceed to Step 3.

### **STEP 3: ARBITRATION**

Within twenty (20) days after receipt of the decision rendered at Step 2, or if no decision has been rendered at Step 2, within the time specified, or where the parties mutually agree to waive Step 2 of the grievance process, then within twenty (20) days thereafter, arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

1. The Union shall have the exclusive right to initiate arbitration of a grievance. Whenever the Union shall initiate arbitration of a grievance the resolution of which has theretofore been sought by a member or members of the bargaining unit, then such member or members shall be bound in all respects by the decision of the arbitrator to the same extent as the Union and the City.

2. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through the initial two (2) prior Steps of the grievance procedure.

3. The Union shall initiate arbitration by giving written notice to the Office of Labor Relations and the Labor Relations Connection within the said twenty (20) days that it intends to submit a grievance to arbitration.

The Labor Relations Connection shall maintain a rotating panel of mutually agreed upon arbitrators who will serve to hear disputes in the order in which the arbitrators appear on the list. Upon the filing of a grievance for arbitration the Labor Relations Connection shall assign the next arbitrator on the list from the panel and shall initiate scheduling of the case. Either party shall have the right to remove arbitrators from the list upon giving thirty (30) days notice to the other party, in which case another arbitrator shall, by joint agreement, be added to the list. "Submission to arbitration" means a letter to the Office of Labor Relations and the Labor Relations Connection, postage prepaid postmarked within the specified time limits. Any issue regarding the rules and procedures for arbitration not covered above shall be subject to the voluntary rules of the American Arbitration Association.

The fees and expenses of the arbitrator shall be shared equally by the parties and the decision of the arbitrator shall be final and binding on the parties. In cases where the question of arbitrability is raised, the arbitrator (as selected in accordance with this Article) may decide the arbitrability of the grievance.

### **D. DECISION OF THE ARBITRATOR**

Within thirty (30) days after the conclusion of a hearing or within thirty (30) days after the date on which briefs shall have been submitted, the arbitrator shall determine:

1. Whether the complaint alleges a breach of an express term of the Agreement;
2. Whether the arbitrator has jurisdiction to arbitrate; and
3. Whether an express provision of this Agreement has been violated in its application to the grievant. The arbitrator shall render his/her decision in writing, shall state the reasons therefore, and shall promptly provide copies of his/her decision to the

parties to the arbitration proceeding. The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding on the parties in accordance with M.G.L. c. 150C. The arbitrator shall have no power to recommend or impose any right or relief for any period of time prior to the effective date of this Agreement.

#### **E. AWARD OF THE ARBITRATOR**

If the arbitrator determines that no express provision of this Agreement has been breached in its application to the grievant as claimed, he/she shall dismiss the grievance. If the arbitrator determines that this Agreement has been so breached, he/she may, subject to the provisions of this Article, provide an appropriate remedy for the breach; provided, however, that in making any monetary award, the arbitrator shall only provide compensation for actual damages directly attributable to such breach, and shall in no event make any award of penal damages; and provided further that, save as is hereinafter provided, the arbitrator shall make no award that grants any appointment, reappointment, promotion, or termination, of any member of the bargaining unit.

#### **F. WAIVER, ADMISSION AND TERMINATION**

**1. Waiver** – Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the rights to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties.

**2. Admission** – The resolution of a grievance by the Appointing Authority/designee, or by the Union, as the case may be, shall not be deemed to be an admission by either party that the grievance, has for any other purpose or proceeding standing as a grievance, or be an admission by either party of any violation or breach of the terms of this Agreement, or be an admission by the City that such grievance is cognizable or justiciable according to any applicable provisions of the laws of the Commonwealth.

**3. Termination** – If any member or members of the bargaining unit shall initiate in any administrative forum other than the Labor Relations Commission or in any judicial or like proceeding that relates to any matter that is the subject of a grievance in respect of which such member or members is or are the grievant while any proceeding in respect to such grievance is pending under any provision of Section C of this Article, such Section C proceeding shall terminate as of the date of the initiation of such other administrative or judicial proceeding, and the grievance procedures aforesaid shall be inapplicable to such grievance.

#### **G. PAST PRACTICES**

1. Except as specifically amended by other provisions of this contract, established personnel policies and practices shall remain in effect for the duration of this Agreement subject to the union's right to grieve and arbitrate any change meeting the following criteria:

1. the past practice must have been uniformly and consistently applied;
2. the past practice must affect a substantial benefit to the bargaining unit;



3. the past practice must be a mandatory subject of bargaining under M.G.L.c. 150E.

4. the change in past practice was made without good reason.

2. In determining whether a past practice shall remain in effect, the arbitrator must consider whether the specific enumerated rights listed in Article VII, Section 2, exclusive of the last phrase beginning “and in all respects...” applies.

3. In the event the Union seeks to present an issue grieved under this Article to the Massachusetts Labor Relations Commission, all rights to further process the grievance shall cease.

## ARTICLE XI.

### Sick Leave And Personal Days

**Section 1.** Every employee covered by this Agreement who has completed one hundred and twenty (120) days of actual work for the Municipal Employer shall, subject to Section 2 of this Article, be granted sick leave, without loss of pay, for absence caused by illness, injury, exposure to contagious disease, the serious illness of a member of the employee’s immediate family, illness or disability arising out of or caused by pregnancy or childbirth, or the death of a member of the employee’s family or immediate household pursuant to Article XXI.

Sick leave shall accrue at the rate of one and  $\frac{1}{4}$  days per month of actual service. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee’s credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in a subsequent year. Sick leave not used prior to the termination of an employee’s service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof, except in accordance with Section 8 of this Article.

**Section 2.** “No employee shall be entitled to sick leave without loss of pay as provided in Section 1 of this Article unless the employee has notified his/her immediate superior or designee of his/her absence and the cause thereof before the expiration of the first half-hour of absence or a soon thereafter as practicable. For periods of absence of five (5) consecutive days or more, the Appointing Authority, immediate supervisor or designee may request a signed statement from a physician, nurse practitioner, or other health care provider, confirming the necessity of such absence. In addition, the Appointing Authority, immediate supervisor or designee may request a letter at reasonable intervals for absence which are occasioned by chronic illness or illnesses.”

**Section 3.** An employee on leave because of an occupational disability may take such of the sick leave allowance to which he/she is entitled under this Article as, when added to the amount of any disability (Worker’s) compensation, will result in the payment to him/her of his/her full salary for any particular work week.

**Section 4.** Up to five (5) days’ sick leave credit will be restored to an employee’s accumulated sick leave when such employee has used sick leave allowance between the date of injury on the job and date disability (Worker’s) compensation is awarded, except that such sick leave shall be offset proportionately by a disability benefit that is awarded retroactively to date disability was incurred.

**Section 5.** An annual report of sick leave shall be made available upon request.

**Section 6. Annual Redemption of Sick Leave.** An employee who has used fewer than five (5) sick days in the twelve-month period ending December 31 of any year in

which this Agreement is in effect may elect to redeem sick days in a lump sum cash payment in accordance with the following schedule:

Sick Days Used	Cash Redemption
0	5 days' pay
1	4 days' pay
2	3 day's pay
3	2 days' pay
5	0 days' pay

The per diem rate will be the employee's rate on December 31 as specified in the Pay Schedule included in Article XXIV, Section 1. During January the City will notify each qualifying employee of his/her entitlement in full days. Unredeemed sick leave days will be accumulated in the normal manner. Sick leave buyback shall be paid by March 31.

**Section 7.** It is agreed that employees who abuse the sick leave provisions of this Agreement shall not be entitled to paid sick leave and shall be subject to disciplinary action. The Union agrees to cooperate with the City in dealing with problems related to sick leave usage.

**Section 8. Sick Leave Redemption.** Upon the voluntary resignation of an employee with 20 or more years of service or the death or retirement of an employee pursuant to the regulations of the State-Boston Retirement Board, the City shall redeem a percentage of the employee's accrued but unused sick leave payable to the employee, or in case of death, to his/her estate. Only that unused sick leave based on service to the City of Boston or County of Suffolk may be redeemed.

Effective the first pay period thirty days after approval of this agreement the City shall redeem no more than thirty nine percent (39%) of the total accumulated sick leave at the employee's rate of pay as specified in the pay schedule included in Article XXIV, Section 1, at the time of resignation, retirement or death. Unused sick time acquired pursuant to Section 10 of this Article shall not be subject to redemption, rather, it shall revert back to the extended sick leave bank.

**Section 9. Personal Days.** On each January 1 full-time employees on the payroll as of that date will be eligible for (6) six paid personal leave days which may be taken during the following twelve months at a time or times requested by the employee, and approved by his/her superior. Requests of an emergency nature shall not be unreasonably denied. Any employee who begins employment after January 1 but before July 1 shall be entitled to at least two personal days to be taken in that calendar year. Personal leave time shall not be taken during an employee's probationary period. These personal days shall be deducted from accumulated sick leave but shall not be considered sick leave for City purposes of monitoring sick leave usage or annual redemption of sick leave.

**Section 10. S.E.N.A. Extended Sick Leave Bank.** There shall be established for all members of the bargaining unit an extended sick leave bank which shall be administered by the Office of Human Resources, established and utilized according to the following procedures:

- A. To be eligible for membership an employee must have completed his/her initial six (6) month probationary period and must have voluntarily donated one (1) sick day per year to the extended sick leave bank. An employee may donate up to three (3) sick days per year to the extended sick bank during the enrollment period, but in any event, he/she must donate no less than one (1) day per year to be enrolled. Donated days shall be deducted from the accumulated sick leave but shall not be considered sick leave for the purposes of monitoring sick leave usage or the annual redemption of sick leave. In lieu of any cash redemption upon retirement from the City, an employee may elect to donate his/her percentage redemption to the extended sick leave bank. The balance in the bank shall consist of the total number of sick days donated less the number of days granted by this Committee.
- B. Enrollment in the extended sick leave bank will be open from the period January 1, to January 31 of each year. The Office of Human Resources will distribute information and authorization forms to employee at least thirty (30) days prior to the enrollment period.
- C. The Extended Sick Leave Bank Committee will be responsible for the review of requests for sick leave compensation time to be withdrawn from the extended sick leave bank. The Committee shall be comprised of three (3) representatives appointed by the City and three (3) representatives appointed

by the union. Members of the Committee shall be granted reasonable time off pursuant to Article XXI. Providing that the balance of the bank is sufficient, the Committee shall have the authority to grant up to thirty (30) days of sick leave to an employee per calendar year (Jan. 1-Dec. 31), and shall make a determination on each application for additional sick leave within ten (10) working days of receipt of all documentation of the Committee. The Committee may extend an additional thirty (30) days of additional leave, and in no event shall any one individual receive more than sixty (60) days in total per calendar year. Decision of the Committee with respect to eligibility and entitlement shall be final, and shall not be the subject of grievance or arbitration. In the event that there is a tie vote on any application, the request for use of time shall be decided by the SENA representative(s) on the sick bank committee.

- D. Applications for leave to be withdrawn from the extended sick leave bank must be submitted by the employee in writing to the Committee administrator with a signed statement from the employee's doctor which fulfills the criteria in E (3) below. If the Committee has denied the application for leave, the employee may request, in writing that the application be reconsidered at a meeting of the Committee at which the employee is present. The Office of Human Resources shall number each application for leave and shall take other steps to remove any reference to the employee's name from the medical reports or documentation. While the employee requesting to draw from the bank bears the burden of providing medical documentation, the Committee, through the Office of Human Resources, may request additional medical documentation through the employee's Department which may be relevant to the Committee's deliberations. The Office of Human Resources and the Committee shall at all times safeguard and shall not unnecessarily disclose or discuss confidential medical information concerning employees who have applied for sick leave from the bank. The Office of Human Resources shall make periodic status reports on the fund balance as needed by the Committee.
- E The following criteria shall be used by the Committee in awarding sick time from the bank:
1. The employee is eligible by virtue of meeting the criteria in paragraph A above;
  2. The employee has exhausted all accumulated sick leave and other paid leave (such as vacation leave, compensatory time and personal leave);
  3. The application is accompanied by adequate medical evidence of a serious illness or injury, which prevents the employee's immediate return to work.

The Committee may require additional medical information or documentation prior to making a decision on any application. Sick leave which is granted but unused shall revert into the extended sick leave bank upon an employee's return to work or death. No employee who is granted sick time pursuant to this section shall be allowed to redeem any unused portion pursuant to Section 8 of this Article.

## ARTICLE XII.

### Holidays

**Section 1.** The following days shall be considered holidays for the purposes enumerated below:

New Years' day	Independence Day
Martin Luther King Jr. Day	Labor Day
Presidents' Day	Columbus Day
Evacuation Day	Veteran's Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Bunker Hill Day	

**Section 2.** If an employee is not required to work on any of the holidays listed in Section 1 of this Article, which fall on his/her regular workday, he/she shall nevertheless be paid his/her regular weekly compensation for the workweek in which the holiday falls. If in the course of his/her regular service an employee is required to work on any of the holidays listed in Section 1 of this Article, or if the holiday falls during an employee's vacation, he/she shall receive, in addition to his/her regular weekly compensation, either an additional day off or an additional day's pay. The City reserves and retains the right to determine whether an employee who works on a holiday shall receive additional time off or additional pay.

An employee who is assigned to work a continuous operation, and who works on Thanksgiving, Christmas Day or New Year's Day, shall receive, in addition to his/her regular weekly compensation, additional compensation pursuant to Article XXII, Section 2(4).

**Section 3.** In appropriate circumstances the department head/supervisor may request that an employee who utilized sick leave on the day before or the day after a holiday provide a signed statement from a physician, nurse practitioner, or other health care provider confirming the necessity for such absence prior to the granting of holiday pay.

## ARTICLE XIII.

### Temporary Service in A Higher or Lower Classification

**Section 1.** While an employee is performing, pursuant to assignment, the duties of a position classified in a grade lower than the grade of the position in which he/she performs regular service, he/she shall be compensated at the rate of pay for the grade of the position in which he/she performs regular service.

**Section 2.** An employee who is performing, pursuant to assignment, temporary service in a position classified in a grade higher than the grade of the position in which he/she performs regular service, other than the purpose of filling in for an employee on vacation, shall commencing with the sixth (6<sup>th</sup>) consecutive day of actual service in such higher position be compensated at the rate to which he/she

would have been entitled had he/she been promoted to such position. A superior shall not refuse to provide a written assignment form when requiring an employee to work in a position classified in a higher grade, as described above. Any remedy based on a grievance filed under this section shall be limited in effect to a period not to exceed five (5) days prior to the date of the filing of the grievance in writing.

## **ARTICLE XIV.**

### **Temporary or Permanent Vacancies**

**Section 1.** When there is an existing Civil Service list for a bargaining unit position to be filled on a temporary or permanent basis, the selection of an employee to perform service in such position shall be made in accordance with Civil Service rules. When there is no existing Civil Service list for the bargaining unit position to be filled, the provisions of Section 2 shall apply.

All position vacancies within the bargaining unit shall be posted City-wide as well as in the department in which such opening exists, for a period of seven (7) working days. Applications from bargaining unit members are encouraged and must be received within the specified open period

**Section 2.** Recognizing the career manager status of members of this bargaining unit, the Appointing Authority's selection of employees to fill temporary or permanent vacancies shall be made on the basis of qualifications and abilities including, but not limited to, managerial skills, interpersonal skills, technical skills and work history.

The Appointing Authority shall be the sole judge of qualifications and abilities required for the job. The selection of the most qualified applicant shall be subject to challenge by a more senior applicant only insofar as the grievance alleges the selection to be arbitrary or capricious.

## **ARTICLE XV.**

### **Layoff and Recall**

**Section 1.** The City and the Union agree that if the City, in its discretion, decided to lay off employees covered by this Agreement, the following procedure shall apply:

**Section 2.** Definitions.

(A) For the purposes of this Article, "seniority" shall be defined as the total continuous service of an employee with the City of Boston, provided that service prior to an authorized leave of absence or prior to a lay off shall be counted toward total continuous service.

(B) For the purposes of this Article, "layoff" shall be defined as an Employer-initiated separation of an employee from service because of lack of work, shortage of funds, curtailment of services, or any other reason except for voluntary separation, separation due to retirement, or separation constituting discipline or discharge under Article IX.

(C) For the purpose of this Article, the terms “provisional employee”, “permanent employee”, “temporary employee”, “probationary employee” and “tenured employee” shall be defined according to their meaning under G.L. c. 31.

(D) For purposes for this Article, “vacancy” shall be defined as a vacant position that Management intends to fill.

(E) For purposes of this Article, “job series” shall be defined as one or more departmental positions in a promotional line of work differing in difficulty or responsibility.

**Section 3. Relation to G.L. Chapter 31.** It is the intention of the parties that the provisions of this Article should read to conform to the requirements of M.G.L. c. 31. It is also the intention of the parties that the provisions of this Article apply except when prohibited by law.

**Section 4. Order of Lay off.** Employees shall be selected for lay off in each job classification in each department according to the following rules:

(A) In Job Classifications Subject to Civil Service Laws:

(i) Non-permanent employees with less than six months seniority may be laid off at the discretion of the City provided only that such employee shall be laid off prior to lay off of other employees in their job classification in their department;

(ii) Non-permanent employees (including provisional and temporary employees) with more than six months seniority shall be designated for lay off prior to permanent employees in their job classifications in their department. Such non-permanent employees shall be designated for lay off by inverse order of seniority.

(iii) Permanent employees shall be designated for lay off in accordance with the provision of G.L. c. 31;

(B) In Job Classification Not Subject to Civil Service Law:

(i) Employees with less than six months seniority may be laid off at the discretion of the City provided only that such employee shall be laid off prior to lay off of other employees in their classification in their department; Employees with more than six months seniority shall be designated for lay off by inverse order of seniority.

**Section 5. Notice.** The City shall notify employees designated for lay off pursuant to Section 4 above at least 21 calendar days prior to the intended lay off. Notice to an employee shall be complete upon actual notice, except that notice to an employee absent from work shall be complete three calendar days after posting of notice by certified mail, return receipt requested. It is understood that reasonable efforts will be made to contact by telephone employees who are absent from work. It is further understood that notice to employees who are absent from work due to authorized vacation leave shall be stayed pending such leave. If the notice required by this Section is not provided to both the employee and the Union, the employee shall be paid the difference between the number of days of notice and the required notice.

**Section 6. Bumping.** (A) Subject to the requirements of G.L. c. 31, an employee in a job classification subject to Civil Service law who is designated for lay off pursuant to Section 4 above, may upon notice pursuant to Section 5 above, exercise the following bumping rights:

(i) If he/she is a non-permanent employee, he/she may bump into a vacancy provided he/she is determined by the employer to be qualified in the same job classification within the Department. Alternatively, he/she may bump into a vacancy in an equal or lower graded job classification within the Department provided he/she is determined by the employer to be qualified or he/she may bump into a filled position in an equal or lower graded job classification within the Department which is held by a non-permanent employee who has less seniority than himself and who is the least senior non-

permanent employee in that job classification, provided that such equal or lower graded job classification is in the employee's job series, and that the employee is determined by the employer to be better qualified to perform the duties and responsibilities of the position than the current incumbent.

(ii) If he/she is a permanent employee, he/she has the right provided by G.L. c. 31 to bump into a lower graded job classification within the department.

(iii) Alternatively, if he/she is a permanent employee he/she may bump laterally into a vacancy within the same job classification or an equally graded job classification that the employer has determined the employee seeking to bump laterally to be capable of performing the duties and responsibilities of the position.

(B) An employee in a job classification not subject to Civil Service law who is designated for lay off pursuant to Section 4 above may, upon notice pursuant to Section 5 above, exercise the following bumping rights: he/she may bump into a vacancy in an equal or lower graded job classification within the department, or he/she may bump into a filled position in an equal or lower job classification within the department which is held by an employee who has less seniority than himself and who is the least senior employee in that job classification provided that such equal or lower graded job classifications are in the employee's job series, and provided that the employee is determined by the employer to be better qualified to perform the duties and responsibilities of the position than the current incumbent.

(C) An employee who chooses to exercise the above bumping rights must so notify his/her department within five (5) working days of notice.

**Section 7. Recall.** An employee who is laid off or who has at least six months of seniority, may exercise the following recall rights:

(A) If the employee is a permanent Civil Service employee, he/she shall have the rights accorded by M.G.L. c. 31.

(B) If the employee is a non-permanent Civil Service employee, then, subject to the rights of permanent Civil Service employees and subject to Civil Service requirements, he/she shall be notified by first class mail or actual notice, of vacancies in his/her job classification in his/her department or in equal or lower grades in his/her job series in his/her department, and prior to filling said vacancies with any other person, the department shall offer the position to qualified responding employees according to seniority.

(C) If the employee is a non-Civil Service employee, he/she shall be notified by first class mail or actual notice of vacancies in his/her job classification in his/her department or in equal or lower grades in his/her department, and prior to filling said vacancies with any other person, the department shall offer the position to qualified responding employees according to seniority.

(D) Only an employee who has notified his/her department in writing of his/her interest in recall prior to his/her lay off or bumping down, and who had included a mailing address, shall be entitled to notice of vacancies. The Union shall be notified of vacancies (by mail) when the employee is notified. To be eligible for recall, an employee must respond affirmatively to his/her department within seventeen (17) calendar days of the postmarked date of the notice, or fourteen (14) calendar days of actual notice, whichever comes first. The above recall rights, except as extended by Civil Service law, shall run for two years from the date of lay off.

**Section 8. Dispute Resolution.** Disputes between the City and the Union regarding the meaning or application of this Article, to include a Union claim that the Appointing Authority's determination of qualifications and abilities required for the job in bumping situations is arbitrary or capricious, shall be resolved through the parties



grievance and arbitration procedure. A grievance must be presented in writing to the City's Office of Labor Relations within ten (10) working days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based, or else it shall be deemed waived. The Union must commence the expedited arbitration procedure of the American Arbitration Association within ten (10) working days of presentation to the City's Office of Labor Relations, or else it shall be deemed waived. The standard to be used in reviewing the decision of the Appointing Authority, shall be whether the decision was arbitrary or capricious.

**Section 9.** Subject to the provisions of M.G.L. c. 31, if the positions of employees are abolished as a result of the transfer of the functions of their department, board or commission within the bargaining unit, employees may elect to accept lay off or to be transferred to a similar position within the bargaining unit in such department, board or commission.

## **ARTICLE XVI.**

### **Vacation Leave**

**Section 1.** All City of Boston employees must complete their one hundred and twenty (120) days of actual work probationary period to be eligible for vacation as outlined in Section 2 below.

**Section 2.** Effective January 1, 1989, vacation leave shall be calculated on each January 1 as follows;

(A) An employee who starts work before July 1, and who works for one hundred and twenty (120) days of actual work shall be entitled to one (1) week of vacation before December 31. An employee who starts work after July 1, shall receive one (1) week of vacation leave upon the completion of one hundred and twenty (120) days of actual work. The Appointing Authority, in his/her discretion may grant an additional week of vacation leave to such employees who were hired after July 1, and who have completed one hundred and twenty (120) days. In no event shall the vacation entitlement for such employees exceed that established in Section 2(b). Any period or periods during the first one hundred and twenty (120) days of actual work for which an employee is not paid (including as little as one (1) day) shall extend the effective date of eligibility.

(B) An employee who on January 1, has more than one hundred and twenty (120) days of actual work, and up to fourteen (14) years of service, shall receive four (4) weeks of vacation leave.

(C) An employee who on January 1, has more than fourteen (14) years of service shall receive five (5) weeks vacation leave.

(D) An employee who on January 1 has more than thirty (30) years of service shall receive six (6) weeks vacation leave.

**Section 3.** For the purpose of determining vacation entitlement in a calendar year, service with the Commonwealth of Massachusetts, the City of Boston, and the County of Suffolk, shall be included in computing length of actual service.

Service for the sole purpose of determining vacation eligibility in the preceding year pursuant to Section 1 and 2 of this Article shall also include all paid vacation leave and up to sixty (60) days of any of the following activities:

- (a) paid or unpaid leave;
- (b) military leave;

(c) sick leave.

In addition to the above, up to one (1) year of disability leave (Worker's Compensation) may be counted toward the length of continuous active service.

**Section 4.** Any employee who has been absent with or without authorization for a total of more than sixty (60) days excluding authorized vacation leave in any one calendar year must complete one hundred and twenty (120) days of actual work to be vacation eligible as outlined in Section 2. Any period or periods during this one hundred and twenty (120) days of actual work in which the employee is absent with or without authorization (including as little as one (1) day) shall extend the effective date of vacation eligibility. The one hundred and twenty (120) days of actual work shall begin to run on the day the employee returns from the last period of absence in the calendar year in which the employee has exceeded the sixty (60) day limit.

**Section 5.** An employee who transfers into the bargaining unit without a break in service after January 1, shall receive his/her vacation entitlement (i.e. the difference between their previous bargaining unit entitlement and their SENA entitlement) only upon the completion of one hundred and twenty (120) days of actual work.

**Section 6.** Prior to departure on vacation leave, an employee may be advanced vacation pay up to ninety percent (90%) of the employee's maximum entitlement under this Article, provided that the amount advanced shall not exceed the vacation leave scheduled for such period

**Section 7.** Vacation leave allowance shall be paid to an employee who separates from City service on the first available M.A.C. (Monthly Additional Compensation) payroll.

**Section 8.** If the employment of an employee entitled to vacation leave under this Article is terminated by death, said employee's spouse or next of kin shall be paid an amount in lieu of such vacation entitlement. If such employee has no spouse or next of kin, the employee's vacation leave shall be paid to his/her estate.

**Section 9.** Vacation leave that has been earned and not taken shall not be granted, in time off or in payment in-lieu of vacation, for employees who are terminated for just cause.

**Section 10.** Vacation shall be taken at such times as, in the opinion of the Appointing Authority, will cause the least interference with the regular work of his/her Department, however, requests of an emergency nature will not be unreasonably denied. Subject to the preceding sentence, vacation leave may not be carried over from one year to another without the express written authorization of the employer and the Director of Human Resources. A Department Head, with the approval of the Office of Human Resources, may authorize up to ten (10) days of vacation time be carried over into the subsequent calendar year. All approved carry over days must be used by December 31 of that calendar year.

**Section 11.** Effective the first pay period of January 2006, an employee who on January 1, has more than 20 years of service, who has used fewer than (5) sick days in the twelve-month period ending December 31 of any year in which this agreement is in effect may elect to redeem vacation days in a lump sum cash payment in accordance with the following schedule:

Sick Days Used	Cash Redemption from Vacation Days
0	5 day's pay
1	4 day's pay
2	3 day's pay
3	2 day's pay

4  
5

1 day's pay  
0 day's pay

The per diem rate will be the employee's rate on December 31 as specified in the Pay Schedule included in Article XXIV, Section 1. During January the City will notify each qualifying employee of his/her redemption options. An employee may elect to redeem all or part of his/her entitlement in full days.

## **ARTICLE XVII.**

### **Labor/Management Relations**

The parties agree to establish a joint labor/management committee comprised of no more than three (3) members selected by the Union and no more than three (3) members selected by the City. This committee shall meet after reasonable notice from either the Union or the City to discuss items of interest or concern at any time during the life of this Agreement. Any consensus reached by this committee shall be reduced to writing within fifteen (15) working days of the end of the discussion. Should the committee fail to reach consensus on any issue both the Union and the City shall, within fifteen (15) working days, file with the other party a written statement of their respective positions.

## ARTICLE XVIII.

### Employee Development

**Section 1.** Whenever the City requires or authorizes educational opportunities and/or training assignments for employees in the bargaining unit the City shall provide payment for salary, tuition and other expenses as defined below.

**Section 2.** Whenever such education or training assignment is required by the Appointing Authority and is directly related to job assignment payment of salaries and benefits will continue, and all costs of tuition, required books and materials and documented travel expenses will be paid by the City.

**Section 3.** Whenever such education or training assignments is voluntary, directly related to job assignment, and authorized by the Appointing Authority, the employee shall be reimbursed for all costs of tuition, fees and required books or materials upon satisfactory completion of the course pursuant to Section 4 below.

**Section 4.** In order to receive payment for tuition reimbursement referenced in Section 3, approval must be received in advance from the Director, Office of Personnel Management or his/her designee. Approval shall be withheld only if funds are no longer available, or failure to comply with Section 3 above. The total fund available under this Article shall be \$5,000 per each fiscal year through June 30, 2008. Effective First Pay Period July 2008, increase the City's allocation from five thousand dollars (\$5,000) to twenty-five thousand dollars (\$25,000).

**Section 5.** No money shall be paid under this Article unless and until funds necessary to implement this Article will have been appropriated.

**Section 6.** Employees who leave the employ of the City without having worked one full year after completion of any course for which reimbursement was granted under Sections 2, 3 and 4 above, shall repay the City for all costs under this Article.

## ARTICLE XIX.

### Earned Time Committee

The parties agree to form a joint committee to formulate an Earned Time policy during the life of this agreement. Upon the agreement of all parties and ratification by the Union the earned policy shall be implemented.

## ARTICLE XX.

### Performance Evaluations

The City and Union recognize the importance of improved productivity and performance in order to provide the optimum level and highest quality of services for the taxpayers of the City. Accordingly, the City shall have the right to develop and implement a non-arbitrary performance evaluation. Prior to the implementation of said system the City shall give the Union notice of the system and an opportunity to discuss said system.

## ARTICLE XXI.

### Union Business

**Section 1. Union Representatives.** The Union shall furnish the Office of Labor Relations with a list of elected officials and the capacity in which they serve as well as a list of the Union representatives for each Department. Lists shall be furnished to the Office of Labor Relations as soon as practicable after designated and the Union shall immediately notify Labor Relations of any changes.

**Section 2. Paid Leave of Absence of Union Business.** (A) The five (5) positions in Local 9158 of Executive Board of President, Vice President, Treasurer, Financial Secretary and Recording Secretary shall be permitted reasonable time off without loss of pay to forward grievances. Requests for such time off shall be made at least 24 hours in advance to the Office of Labor Relations, based upon the operating needs as determined by the Appointing Authority, such requests shall not be unreasonably denied.

Paid leave of absences will be authorized for the Local 9158 Executive Board positions of President, Vice President, Treasurer, Financial Secretary and Recording Secretary. These positions shall be provided necessary release time, in order to perform functions related to providing services and representation to all members covered under all SENA 9158 collective bargaining contracts. Requests for such leave shall be made at least 24 hours in advance to the Office of Labor Relations, based upon the operating needs as determined by the Appointing Authority, such requests shall not be unreasonably denied.

(B) Time off without loss of pay may be granted for up to five (5) Union members for the purpose of a negotiation committee attending negotiation sessions with the City. In addition, time off without loss of pay for up to five (5) days, may be granted for up to five (5) Union members of the negotiation committee in order to develop and complete contract proposals. Prior to the first collective bargaining session, the Union shall furnish the City's Office of Labor Relations with a list of the negotiation committee. Requests for such leave shall be made in writing at least 24 hours in advance to the Office of Labor Relations and based upon the operating needs as determined by the Appointing Authority such requests shall not be unreasonable denied.

(C) Attendance by employees who are elected members of SENA Local 9158 Executive Board as delegates or alternates, at the bi-annual convention of the Massachusetts AFL-CIO, and the annual USW conferences. Requests for such leave shall be made at least 24 hours in advance to the Office of Labor Relations and based upon the operating needs as determined by the Appointing Authority such requests shall not be unreasonably denied.

(D) Grievants and necessary witnesses who are regularly scheduled to work and are called by the Union to testify at a Step #2 hearing, an arbitration, Labor Relations Commission investigation and/or hearing may be granted time off without loss of pay and without loss of benefits. Requests for such leave shall be made at least 24 hours in advance to the Office of Labor Relations. Based upon the operating needs as determined by the Appointing Authority such requests shall not be unreasonably denied.

(E) Time off without loss in pay shall be granted for one (1) day for up to twelve (12) SENA Local 9158 members in order to assist in the ratification of a new collective bargaining agreement. In addition time off without loss in pay shall be granted for one (1) day for up to twelve (12) SENA Local 9158 members in order to assist with Officer and Steward elections every third year.

**Section 3. Employee Files.** (A) No material originating from the Municipal Employer derogatory to an employee's conduct, service, character, or personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has had the opportunity to read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has had the opportunity to read the material to be filed.

(B) The employee may respond to such material by filing a signed response pertaining to the circumstances upon which the material is based. Such response shall be placed in the employee's personnel file.

(C) Any employee shall have the right, on request at reasonable times, to examine all material in his/her personnel file which is neither confidential nor privileged under law, in the presence of an officer in the Personnel Office. Upon request of the employee a copy of any such material shall be furnished to the employee at his/her expense.

**Section 4. Access to Premises.** Union staff representatives shall be permitted to have access to premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance to the Office of Labor Relations and based upon operating needs as determined by the Appointing Authority, such requests will not be unreasonably denied.

## **ARTICLE XXII.**

### **Hours of Work and Overtime**

**Section 1.** The parties agree that a regular workweek for full-time employees may be forty (40) hours and/or thirty-five (35) hours. The regular workday for employees may be eight (8) hours and/or seven (7) hours. The parties further agree that employees in the bargaining unit may be regularly required as part of their usual and routine duties and responsibilities as managers to extend their regular workday or regular workweek beyond the previously defined workday and/or workweek.

**Section 2.** Where an employee works beyond his/her regular schedule as defined in Section 1 he/she shall be eligible to be paid at the rate specified in Paragraph 4 below subject to the following conditions:

1. All employees shall have actually worked their minimum thirty-five (35) hours and/or forty (40) hours in any payroll week. For purposes of this Article, vacation leave, personal leave, or any other paid or unpaid absence from work during the regularly scheduled workweek with the exception of paid holidays as set forth in Article XII shall not be counted as hours actually worked. Additional hours worked which do not qualify for the overtime rate shall be compensated at straight time. Any employee who has used paid leave during a workweek and is required by the Appointing Authority to work beyond his/her regular schedule in that same workweek shall have the paid leave counted as hours actually worked for purposes of "actual work" under this section.

2. Prior authorization for all hours to be worked in excess of regularly scheduled workweek must be obtained using a form distributed by the Appointing Authority/designee;

3. All hours worked on the 6<sup>th</sup> and 7<sup>th</sup> day in an employee's workweek shall be compensated at the overtime rate as defined in Section 2, Paragraph 4 below regardless of the number of hours actually worked in that payroll week.

4. The rate of pay for all hours as defined in Paragraphs one, two and three above shall be time and one half of the employee's base hourly rate of pay for every authorized and approved hour of work. An employee may request that the Appointing Authority allow these additional hours worked to be compensated at the rate of a straight time hourly rate of pay for hours worked plus one hour of compensatory time for every two additional hours worked. An employee must receive prior approval to receive compensatory time and the approval is at the sole discretion of the Appointing Authority. An Appointing Authority's denial of a request to accrue compensatory time in lieu of overtime shall not be subject to the grievance and arbitration procedure.

5. No employee may accrue more than forty (40) hours of compensatory time at any particular time. Compensatory time accrued must be used within the calendar year in which it is earned. Compensatory time may not be carried over into the next calendar year except as provided below. Compensatory time off must be taken at a time authorized by the Appointing Authority. Unless specifically authorized by the Appointing Authority compensatory time off shall not be carried over beyond December 31 in the calendar year in which it was earned. Where the Appointing Authority has determined that operating needs have prevented the employee's use of compensatory time prior to December 31, the Appointing Authority shall authorize compensatory time accumulated in that calendar year to be carried into the next following calendar year for use on or before June 30. Requests for compensatory time off shall not be unreasonably denied.

6. Effective December 3, 1993, employees hired or promoted into positions whose duties and responsibilities require the employee to attend scheduled events during evening and/or weekend hours, and the employee has been informed of such work hour requirements, and if the Appointing Authority cannot accommodate the employee with a flexible work schedule in the payroll week in which the schedule evening/weekend event occurs, the employee shall be compensated according to Paragraph 4 above. Whenever possible, the employee will have seven calendar days notice of the schedule event.

**Section 3. Emergency Work:** Any bargaining unit employee required to work on the seventh day of the employee's workweek during an emergency as declared by the Mayor and/or Commissioner of Public Works, Transportation, Parks and Recreation, Police, Inspectional Services or the Fire Departments shall be paid at the rate of double the employees' straight time hourly rate for all hours worked.

**Section 4. Four-Day Workweek.** (A) At the discretion of a Department Head on a case-by-case basis and subject to the operational needs of the Department, employees may be offered the option of a four (4) day workweek. Seniority in the title and job series will be the determining factor if there is more than one (1) interested employee. Seniority shall be defined as the total continuous service of an employee with the City of Boston, provided that service prior to an authorized leave of absence or prior to a lay off shall be counted toward total continuous service. The only issue in this Article that can be subject to the grievance and arbitration procedure listed in Article X is Seniority.

(B) A four (4) day workweek shall consist of either thirty-five (35) or forty (40) hours per week over four (4) consecutive days of either eight hours and forty five minutes (8.75 hours) or ten (10) hours per day.

(C) The City's Director of the Office of Human Resources shall approve a four (4) day workweek after the Department Head (or their Designee) and the employee has agreed to a four (4) day workweek. In the event where a four (4) day workweek is denied, the effected employee may appeal the denial to the City's Director of Human Resources or her/his designee. The City's Director of Human Resource will make her/his decision available to the employee and the Union upon request. The decision by the Office of

Human Resources shall not be subject to the grievance and arbitration procedure in Article X.

## ARTICLE XXIII.

### Leaves of Absence

**Section 1.** Subject to the operating needs of each department, determined by the Appointing Authority, leave of absence without loss of pay will be permitted for the following reasons:

(A) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31 of General Law as a pallbearer, escort, bugler, or member of a firing squad or color detail, at the funeral or memorial services of a veteran, as so defined, or of any person who dies under other than dishonorable circumstances while serving in the armed forces of the United States in time of war or insurrection;

(B) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws as a delegate or alternate to state or national conventions of certain veterans' organizations as designated from time to time, during the life of this Agreement, by the Mayor;

(C) Prophylactic inoculation required by the Municipal Employer;

(D) Blood donations. In addition, four hours of compensatory time shall be granted to any employee each time he/she donates blood to the City of Boston's blood donor Center, if established.

(E) Promotional examinations conducted under Civil Service law and rules for promotion to any position in the service of the City;

(F) Medical examinations for retirement purposes;

(G) Attendance at hearings in Workers' Compensation cases as the injured person or as a witness. Any witness fees received by such injured person or witness shall be remitted to the Municipal Employer;

(H) Voting time up to a maximum of two (2) hours for voting in a state municipal, or other election, provided that the hour of opening and closing the polls in the city or town an employee is registered to vote would preclude him from voting outside regular working hours, taking into consideration travel time from the polls to his/her regular place of employment, or vice versa;

(I) Emergency medical treatment for employees injured during the performance of assigned work. Employees who have returned to duty or light duty after having been injured during the performance of assigned work will be permitted reasonable time off without loss of pay for the purpose of attending follow-up physician's appointments which cannot be scheduled during off duty hours.

**Section 2. Military Leave.** Each employee covered by this Agreement, who is a member of a Reserve Component of the Armed Forces of the United States, shall be granted, in accordance with Section 59 of Chapter 33 of the Massachusetts General Law, a leave of absence with pay, during the time of his/her annual tour of duty as a member of such Reserve Component; provided, however, that such leave shall not exceed seventeen (17) days.

**Section 3. Jury or Witness Service.** An employee who is called for jury service, or subpoenaed as a witness, or is named party in a civil action related to the employee's performance of his/her job duties, shall be granted leave of absence with pay upon



presentation of evidence satisfactory to the employer relating to jury or witness service. The City shall pay the employee such sum as when added to the amount received by the employee as compensation for such sum as when added to the amount of the employee's regular salary for that workweek. Service as referenced herein shall include required reporting for jury or witness duty when subpoenaed whether or not he/she actually testifies or is selected as a juror. In the event an employee is subpoenaed as a witness in a case where the employee is to testify on matters which occurred during the course of employment, and such subpoena requires his attendance outside of his regular working hours, he shall be compensated for all hours of required service with either one hour of compensatory time for each hour of service or one hour of payment at his straight time rate of each hour of service at the option of the Appointing Authority.

If such instances occur within a payroll period which includes a holiday as referenced in Article XII, the amount of the employee's regular salary for the workweek shall include holiday pay.

**Section 4. Pregnancy-Maternity Leave.** Whenever a female employee shall become pregnant, she shall furnish the Municipal Employer with a certificate from her physician stating the expected date of her delivery. She may continue to work so long as her physician certifies that she is able to do so. Maternity leave without pay shall be granted, commencing with cessation of actual work under the preceding sentence, for a period not to exceed ten (10) months after date of delivery. Accommodations in the nature of light duty may be granted to pregnant employees when positions are available.

**Section 5. Parental Leave.** Subject to the operating needs of a department an employee shall be granted one (1) week unpaid parental leave in order to attend the birth, adoption, or care of a new child in the employee's immediate household. At the discretion of the Municipal Employer, an employee may be granted an additional one (1) week unpaid leave. The employee may choose to use any accumulated vacation, sick leave and/or other leave days for parental leave purposes. If sick leave is used, it shall not be considered as sick leave for the purpose of monitoring sick leave usage.

**Section 6. Medical.** Subject to the operating needs of a department, an employee shall be granted a maximum of one (1) year unpaid medical leave upon the submission of medical substantiation deemed adequate by the Municipal Employer. All requests for medical leave must be approved by the Supervisor of Personnel. The employee, upon his/her return to service, shall be placed in the same position he/she left, or similar position of equal classification.

**Section 7. Education Leave.** Subject to the operating needs of department as determined by the department, an employee shall be entitled to leave of absence, without pay, of up to one (1) year for furthering his/her education. Preference for selection for such leave shall be based on seniority.

**Section 8. Bereavement Leave.** In the event of the death of a spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, brother-in-law, sister-in-law or member of the employee's immediate household (for a period of six (6) months or more) an employee with 120 days or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive five (5) working days' leave without loss of pay for the purposes of bereavement.

In the event of the death of a grandparent or grandchild, an employee with 120 days or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive three (3) working days' leave without loss of pay for the purposes of bereavement.

In the event of the death of a niece, nephew, aunt or uncle, an employee with 120 days or more of continuous active service and who is in active service at the time of such

death, shall be entitled to receive one (1) working day's leave without loss of pay for the purposes of bereavement.

Bereavement leave without loss of pay under this paragraph shall not be charged against any other provision of this Agreement except as specified below.

If any employee requires additional leave for bereavement purposes in addition to the leave specified above, such leave may be granted at the discretion of the employer and shall be deducted from accumulated sick leave allowance. If sick leave is authorized for bereavement purposes as described in this provision, such sick leave shall not be considered as sick leave for municipal employer purposes of monitoring sick leave usage.

## **ARTICLE XXIV.**

### **Compensation**

**Section 1.** The following pay schedules shall be effective upon the dates indicated in this Agreement.

Base wage increase as follows:

<b>FY07 Effective July 1, 2006</b>	<b>2% base wage increase</b>
<b>FY08 Effective July 7, 2007</b>	<b>2.5% base wage increase</b>
<b>FY09 Effective July 5, 2008</b>	<b>3% base wage increase</b>
<b>FY10 Effective July 4, 2009</b>	<b>2.5% base wage increase</b>
<b>FY11 Effective July 3, 2010</b>	<b>0.5% base wage increase</b>

Effective January 5, 2008, all bargaining unit members will receive a one (1) time increase in the amount of one hundred and fifty dollars (\$150.00) to their annual base wage.

Delete Grade MM-14 from the base wages scale effective the 1<sup>st</sup> pay period of January 2001. Any member(s) presently in this grade will be red-circled. Upon cessation of employment with the City by those current employees, those positions will no longer be part of the bargaining unit.

### **Travel Allowance**

**Section 2.** Travel allowance shall be paid to those employees in Inspectional Services Department who are required to use their private vehicles for City business on a daily basis at the rate of ten dollars per day for each day of such use. All other employees shall be paid at the rate of pay established and used by the Federal Government – Internal Revenue Service when required to use their private vehicle for City business.

### **Direct Deposit**

**Section 3.** Effective first pay period of January 2008, all members of the bargaining unit shall be required to receive his or her compensation via direct deposit, if such arrangement has not already been made by the employee prior to that date.

## **ARTICLE XXV.**

### **Dental/Vision Insurance**

The City agrees to seek to join the Massachusetts Public Employees Fund in order to effectuate a dental/vision plan for its eligible employees subject to the following terms:

- a. Effective January 1, 2001, the City shall commence contributions, not to exceed \$10.44 per week per eligible employee to the Fund.
- b. Effective July 1, 2001, the dental/vision plan shall be available to eligible employees.
- c. No dispute or claim relative to any and all aspects of the dental/vision plan, including but not necessarily limited to claims related to the Fund's administration of such plan, the level of benefits provided by such plan, and/or any modification(s) to such plan, is subject to Article X (Grievance Procedure) of the collective bargaining agreement.

## **ARTICLE XXVI.**

### **Duration of Agreement**

Except as otherwise provided herein, the Agreement shall take effect as of the date of execution and shall continue in full force and affect until superseded by a new Collective Bargaining Agreement. After June 15, 2010, the Union or the City may notify the other of the terms and provisions it desires in a successor agreement.

## **ARTICLE XXVII.**

### **On Call/Beeper Committee**

The parties hereby agree to establish a non-binding joint committee to study the issue of on-call/beeper pay for bargaining unit members. The committee shall consist of a maximum of three (3) members from the City and three (3) members from the Union. The committee shall commence meeting upon execution of this Agreement. The committee shall last for no longer than six (6) months from the date of commencement, unless the parties mutually agree otherwise.

## **ARTICLE XXVIII.**

### **Public Facilities SENA-9158-E**

Public Facilities SENA members shall be added to the Citywide Contract effective January 1, 2005 and shall assume all the benefits of SENA Citywide contract.

## **ARTICLE XXIX.**

### **Workers Compensation**

**Notification Requirements for Employees Receiving Worker's Compensation Benefits.** Any employee injured at work must immediately, or as soon as physically capable, notify in writing on City-approved forms both the worker's compensation service and his/her department head of the date, time, location and nature of the injury.

A Department's personnel officer or designee shall endeavor to contact the employee at his or her last known address (using the letter attached as Appendix I) upon receipt of notice from the City's Worker's Compensation Division that the employee's benefits have been terminated. However, the employee shall bear the responsibility for notifying both the worker's compensation service and the employee's department head of all developments in the employee's worker's compensation case. In particular, the employee must notify the department head when the employee appeals any rulings of the City's Worker's Compensation Division or of the Commonwealth of Massachusetts Division of Industrial Accidents, or related entities.

Also, the employee must immediately notify his/her department head in writing when he/she has been cleared for return to work regarding his/her intent to return to work or request applicable leave. Any employee who fails to notify his/her department head of his/her ability to return to work after being medically cleared to do so through the Worker's Compensation process shall be subject to discipline or discharge. Any employee who fails to notify his/her department head accordingly and within fourteen (14) days of receiving medical clearance to return to work and fails to return may be considered to have voluntarily separated from service. Such separation shall only be a subject of the grievance and arbitration article hereunder through Step 3 and shall not be subject to arbitration.

All employees returning to work from work related injuries may be ordered to submit to a medical examination.

## ARTICLE XXX.

### Insurance

**Section 1. Life Insurance.** In accordance with Massachusetts General Law, the City provides five thousand dollars (\$5,000) basic life insurance for each employee. The City pays fifty percent (50%) of the premium for this benefit. Effective First Pay Period January 2008, the City will provide an additional five thousand dollars (\$5,000) of life insurance at the employee's option. The employer will pay fifty percent (50%) of the premium for this additional life insurance. The employee will pay the remainder of the premium. This additional life insurance product shall be discontinued when the enrollee ceases to be a member of the bargaining unit.

**Section 2. Health Insurance Opt-Out.** Bargaining unit members declining the City's health insurance benefit shall be eligible for the City's opt-out insurance benefit pursuant to the City's health insurance policy. Those bargaining unit members shall receive fifteen hundred dollars (\$1,500) annually for opting-out of an individual plan or twenty-five hundred dollars (\$2,500) annually for opting-out of a family plan under the above-mentioned policy.

**Eligibility.** To participate employees must have been enrolled in or currently be enrolled in medical coverage through the City of Boston and drop the coverage during the Open Enrollment period for at least one year; Employees are eligible for the payment if they have coverage under another plan. Other plans include:

- a. A spouse's/ partner's plan (as long as he or she is covered by someone other than the City of Boston, Boston Water and Sewer Commission or the Boston Public Health Commission);

- b. A private plan;
- c. A plan offered through a second employer (if you have another job that provides health care benefits); or
- d. A retiree health plan from an employer other than one of the City of Boston groups.

**Section 3. Health Insurance.** The City's contribution to all group hospitalization premiums shall be as follows:

- A. Effective First Pay Period January 2008** the City shall cease to offer Master Medical to bargaining unit members. The City shall offer the indemnity PPO known as Blue Care Elect Preferred. The City's rate of contribution for the indemnity PPO, including Blue Care Elect Preferred or equivalent coverage, shall be 75%. The employee's rate of contribution shall be 25%.
- B. Effective First Pay Period January 2008** the City's rate of contribution for all approved and authorized health maintenance organizations shall be 87.5%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 12.5%.
- C. Effective First Pay Period January 2008** the City's rate of contribution for all approved and authorized point of service products shall be 82.5%. The employee's rate of contribution for all approved and authorized point of service products shall be 17.5%
- D. Adoption of M.G.L. Chapter 32B § 18.**
  - i. The Union agrees not to oppose legislation that would allow Cities and Towns to adopt Section 18 and have the option of applying the provisions of Section 18 prospectively.
  - ii. In the event the legislature takes no action on the above-mentioned matter by June 30, 2008, the Union will not oppose the adoption of Section 18, in its current form, by the Boston City Council.
  - iii. Upon adoption by the Boston City Council, the City will meet with the Union and bargain over the impact that the adoption will have on current members upon their retirement. The Union agrees that it will not require the City to bargain such impacts as part of a subsequent successor bargaining agreement even if the parties are already in negotiations for a successor bargaining agreement.
- E. Effective First Pay Period January 2009** the City's rate of contribution for all approved and authorized health maintenance organizations shall be 85%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 15%.
- F. Effective First Pay Period January 2009** the City's rate of contribution for all approved and authorized point of service products shall be 80%. The employee's rate of contribution for all approved and authorized point of service products shall be 20%.
- G.** The City's rate of contribution for the indemnity PPO, including Blue Care Elect Preferred or equivalent coverage, shall be 75%. The employee's rate of contribution shall be 25%.

## ARTICLE XXXI.

To improve deployment and supervision of personnel, to decrease incident/ service response times, to protect its property and increase employee safety, the City intends to install GPS or other similar technology on its equipment and vehicles. The City offers to bargain about the impacts, if any, resulting from its decision to implement such technology. The City shall also provide the Union with written notice thirty (30) calendar days prior to such installation. In its written notice to the Union, the City shall identify the types of equipment and types of vehicles within which it intends to install GPS technology.

## ARTICLE XXXII.

### Post-Accident Drug and Alcohol Testing

The parties agree to incorporate the post-accident drug and alcohol testing provision of the City's Drug Testing Policy for members of the bargaining unit who operate a City vehicle as follows:

Employees who are involved in an accident, while operating a City owned vehicle, shall be subject to an alcohol and drug test following the accident whenever:

1. the accident involved a fatality; or
2. an individual suffered a bodily injury that required immediate medical treatment away from the scene of the accident and the employee received a citation for a moving traffic violation arising from the accident; or
3. one of the vehicles involved in the accident was towed away from the scene and the employee received a citation for a moving traffic violation arising from the accident.

A reportable accident does not include:

- a. an occurrence involving only boarding and alighting from a stationary motor vehicle; or
- b. an occurrence involving the loading or unloading of cargo.

Although testing will never delay necessary and immediate medical treatment, testing should be performed as soon as possible following the accident.

**City's Responsibility:** The City shall provide employees with necessary post-accident information, procedures and instructions before the employee operates a City vehicle to enable employees to comply with the post-accident testing requirements. The City is responsible for adhering to the following timeline.

<u>Time Lapsed</u>	<u>Action Required</u>
2 hours	ALCOHOL- If the employee has not submitted to an alcohol test at this time, the City of Boston shall prepare and maintain on file a record stating the reason a test was not promptly administered.
8 hours	ALCOHOL- Cease attempts to administer alcohol test and prepare and maintain record described above.

32 hours

**DRUGS-** If the employee has not submitted to a drug test at this time, the City of Boston shall cease attempts to administer the test and prepare and maintain on file a record stating the reason a test was not promptly administered.

**Employee's Responsibility:** An employee is obligated to follow the post-accident instructions supplied by the City and to see that the alcohol and/or drug tests are conducted.

- An employee who is subject to a post-accident test must remain available for testing. An employee who leaves the scene before the test is administered or who does not make himself/herself readily available may be deemed to have refused to be tested and such a refusal shall be treated as a positive test.
- Further, the employee must submit to an alcohol test within eight (8) hours following the accident. During the eight (8) hour period following the accident, the employee must refrain from consuming alcohol for eight (8) hours or until the employee submits to an alcohol test, whichever comes first.
- Likewise, the employee must submit to a drug test within thirty-two (32) hours following the accident.

**Under the Influence of Alcohol or Drugs:** shall be defined as the presence of a measurable amount which is .04% or higher of alcohol in the blood, or a verified positive drug test result, at levels specified by the Substance Abuse and Mental Health Services Administration.

**Controlled Substance:** is any drug included in Schedules I through V, as defined by Section 802(6) of Title 21 of the United States Codes [21 USC 802(6)], the possession of which is unlawful under Chapter 13 of that title. The term does not include the use of prescribed drugs that have been legally obtained and are being used for the purpose for which they were prescribed.

## ARTICLE XXXIII.

### BCYF Merger

The Parties agree that the Boston Center for Youth and Families SENA, Local 9158F merger agreement will take place upon ratification of this Agreement. The parties agree that the merger will proceed as follows: see Appendix A.

**Miscellaneous:** The City will continue to meet its impact bargaining obligations with regard to the potential merger of the Public Works and Transportation Departments after an agreement has been reached in successor contracts negotiations.

## ARTICLE XXXIV.

### Compensation Grade Appeals

The City and Union shall create a joint Compensation Grade Appeal Committee (Committee) comprised of up to two (2) individuals designated by the Union and up to two (2) individuals designated by the City. The Committee shall meet periodically in order to review a claim by the Union that certain position(s) should receive a compensation

upgrade. The Committee may ensure that a job audit is completed as part of its review. The review shall not consider perceived changes in job duties related to new technology, state or federal mandates, and/or increases in the volume of work or duties.

At the completion of its review, the Committee shall issue a non-binding recommendation to the City relative to the claim. The Union has the right to file and advance a grievance filed over the outcome of such recommendation under and in conformance with Article 10 of this Agreement except that in no event shall such grievance be subject to arbitration without the written agreement of the City of Boston's Office of Labor Relations.

In the event that the Committee unanimously recommends an upgrade, written agreement from the Office of Labor Relations shall not be withheld. Such arbitration shall be a de novo proceeding based on the standards set forth in paragraph two (2) of this section. In such arbitration, the Committee's recommendation and deliberations are not admissible. Furthermore, the arbitrator shall draw no inferences or base any findings on the fact that the dispute is before him/her.

## **ARTICLE XXXV.**

### **Commercial Drivers License**

**Effective July 7, 2007:** All SENA members who possess a valid Commercial Drivers License (CDL) and presently receive a ten (\$10.00) dollar stipend shall receive a ten (\$10.00) dollar increase to that stipend. The total CDL license stipend shall not exceed twenty (\$20.00) dollars.



IN WITNESS WHEREOF, the City of Boston and The United Steelworkers, on behalf of SENA 9158, have caused the Agreement to be signed, executed and delivered on this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

CITY OF BOSTON:

UNITED STEELWORKERS,  
AFL-CIO-CLC, SENA 9158:

\_\_\_\_\_  
Thomas M. Menino, Mayor

\_\_\_\_\_  
Leo W. Gerard,  
International President

\_\_\_\_\_  
James D. English,  
International Secretary-Treasurer

\_\_\_\_\_  
Lisa Signori,  
Chief of Admin and Finance

\_\_\_\_\_  
Thomas M. Conway,  
International Vice President, Admin

\_\_\_\_\_  
John Dunlap,  
Director, Office of Labor Relations

\_\_\_\_\_  
Fred Redmond,  
International Vice President, Human Affairs

\_\_\_\_\_  
Vivian Leonard,  
Director, Office of Human Resources

\_\_\_\_\_  
William J. Pienta,  
Director, District 4

\_\_\_\_\_  
Albert Polk,  
Staff Representative

**Approved as to Form:**

\_\_\_\_\_  
Kathleen Kelley Haffner, President

\_\_\_\_\_  
William Sinnott,  
Corporation Counsel

\_\_\_\_\_  
Kathleen Ellis, Vice President

\_\_\_\_\_  
Bernard Killarney, Financial Secretary

\_\_\_\_\_  
John Zuccaro, Jr., Treasurer

\_\_\_\_\_  
Bill McClellan, Recording Secretary

## APPENDIX I

### By First-Class Mail

DATE

EMPLOYEE'S NAME  
LAST KNOWN ADDRESS  
LKA

Re: Return to Work Order

Dear NAME:

Since DATE, you have been absent from your position as a POSITION in the DEPARTMENT, under claim of an on-the-job injury. However, on DATE, you were notified that your worker's compensation benefits were being terminated as of DATE. Accordingly, you are hereby ordered to report to work no later than DATE.

This letter is being sent by the personnel division of the DEPARTMENT and is not related to any communications that you or your attorney may be engaged in with the City's Worker's Compensation Division.

Therefore, if you do not return to work on DATE, then it is your responsibility to complete ALL of the following steps:

- **Contact your Departmental Personnel Officer and discuss your status (i.e., whether you plan to appeal the termination of your workers comp. Benefits, etc.) with him or her; AND**
- **Make a proper written request for a medical or other leave of absence; AND**
- **Produce sufficient documentation for your continued absence.**

If you do not complete all of the above steps within fourteen (14) days after receiving this letter, then the Department may consider you to have voluntarily separated yourself from employment.

Again, if you do not notify your Department that you intend to appeal the termination of your worker's compensation benefits and you do not intend to request a medical or other leave of absence, then you must report to work on DATE. Failure to do so shall constitute an unauthorized absence and shall be grounds for discipline, up to and including termination. Also, continued failure to report to work may increase the discipline that you may receive for your unauthorized leave.

Please contact me at (617) 635-XXXX should you have any further questions.

Sincerely,

DEPT. PERSONNEL OFFICER

cc: Union Representative  
Employee's Supervisor  
Personnel File§

# SIDE LETTER OF AGREEMENT

Between

CITY OF BOSTON

AND

SALARIED EMPLOYEES OF NORTH AMERICA, LOCAL 9158

This side letter of agreement is made under Chapter 150E of the General Laws this 17<sup>th</sup> day of September 2007 between the City of Boston (“City”) and the Salaried Employees of North America, Local 9158 (“SENA”).

WITNESSETH

Whereas, the City and SENa wish to reach an amicable resolution regarding the potential loss of parking adjacent to Boston Police Headquarters:

The City agrees that if a SENa member loses a parking spot at Boston Police Headquarters, it shall reimburse twenty-five dollars (\$25) per month toward that employee’s MBTA pass, for as long as the member is assigned to Boston Police Headquarters without a parking spot.

**APPENDIX A**  
**SUPPLEMENTAL AGREEMENT**  
**between**  
**CITY OF BOSTON**  
**and**  
**UNITED STEELWORKERS ON BEHALF OF**  
**SALARIED EMPLOYEES OF NORTH AMERICA, LOCAL 9158**

The Collective Bargaining Agreement between the City of Boston (“the City”) and Salaried Employees of North America, Local 9158, (“the Union” or “SENA”) executed on \_\_\_\_\_, shall cover SENA employees at the Boston Centers for Youth and Families except as specifically delineated below:

**Article XI Sick Leave and Personal Days Section 9**

Shall be modified so that SENA employees at the Boston Centers for Youth and Families shall be entitled to five (5) paid personal days upon execution of the collective bargaining agreement. Thereafter, five (5) paid personal days shall be increased by one (1) to six (6) total paid personal days on January 1, 2008.

**Article XI Sick Leave and Personal Days Section 8—Sick Leave Redemption**

Upon approval of the 2006-2008 Memorandum of Agreement for SENA, Local 9158 City-Wide sick leave redemption for BCYF employees shall be increased from thirty percent 30 % to thirty-four percent (34%) upon execution of the collective bargaining agreement. On January 1, 2009, sick leave redemption shall be increased to thirty-five percent (35%).

**Article XIV Temporary or Permanent Vacancies**

**Section 1.** All position vacancies within the bargaining unit, which the employer intends to fill, shall be posted for a period of at least five (5) working days. The employer retains the right to determine whether the posting shall be CityWide or department-wide. Applications must be received within the posting period.

**Section 2.** The employer’s selection of employees to fill permanent vacancies shall be made on the basis of qualifications and abilities including, but not limited to, managerial skills, interpersonal skills, technical skills and work history. The employer shall be the sole judge of qualifications and abilities required for the job. The selection of the most qualified applicant shall be subject to challenge by a more senior applicant only in so far as the grievance alleges the selection to be arbitrary and capricious.

## Article XV Layoff and Recall

**Section 1.** The City and the Union agree that if the City, in its discretion, decides to layoff employees covered by this Agreement, the following shall apply.

### **Section 2. DEFINITIONS**

(A) For the purposes of this Article “seniority” shall be defined as the total continuous service of an employee with the City of Boston, provided that service prior to an authorized leave of absence or prior to a layoff shall be counted toward total continuous service.

(B) For the purpose of this Article “layoff” shall be defined as an employer initiated separation of an employee from service because of lack of work, shortage of funds, curtailment of services, or any other reason except for voluntary separation, separation due to retirement, or separation constituting, discipline or discharge under Article IX.

**Section 3.** In the event the Director of Boston Center for Youth and Families decides to layoff employees covered by this agreement, employees to be laid off shall be given written notices as far in advance as is practicable. The City shall provide at least twenty one (21) calendar days notice. Notice shall be completed upon actual notice except that notice to an employee absent from work shall be considered to be completed three (3) calendar days after mailing of notice by certified mail, return receipt requested.

**Section 4.** Employees shall be selected for layoff in each job classification according to the following rules:

(A) Employees who have not completed laid off prior to other employees in their job title.

(B) Employees who have completed their probationary period with the Department shall be designated for layoff according to the Employer’s determination of qualifications and abilities, including but not limited to experience, managerial skills, interpersonal skills, and technical skills necessary for the filling of job vacancies remaining. Where the Employer determines more than one employee to be equally capable, the decision as to layoff shall be based on seniority.

**Section 5.** Any employee laid off pursuant to Section 5(2) may exercise an option to displace an employee less senior to him/her in a lower graded position in the job series, within his/her individual site, provided that the employee seeking to displace another is deemed by the employer to be better qualified to perform the duties and responsibilities of the position. The employee to be displaced in the lower graded position shall be determined as among those less senior employees in accordance with Section 5(2) above.

**Section 6.** Any employee who is laid off and who has more than six (6) months of continuous service may exercise the following recall rights:

(A) The employee shall be notified by first class mail or actual notice of vacancies in his/her former position or vacancies in a lower position in the

job series in the bargaining unit. Prior to filling the vacancy from any other source, the Department shall offer the position to the most senior qualified responding employee.

(B) Only an employee who has notified his/her department in writing of his/her interest in recall prior to his/her layoff or bumping down, and who had included a mailing address, shall be entitled to notice of vacancies. The Union shall be notified of vacancies (by mail) when the employee is notified. To be eligible for recall, an employee must respond affirmatively to his/her department within seventeen (17) calendar days of actual notice whichever comes first. The above recall rights shall run for two (2) years from the day of layoff.

**Section 7.** Disputes between the City and the Union regarding the meaning or application of this Article with the sole exception of the Employer's determination of qualifications and abilities required for the job which shall not be subject to grievance and arbitration, shall be resolved by grievance and expedited arbitration. A grievance must be presented in writing to the City's Office of Labor Relations within ten (10) working days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based, or else it shall be deemed waived. The Union must commence the expedited arbitration procedure of the American Arbitration Association within ten (10) working days of the presentation to the City's Office of Labor Relations, or else it shall be deemed waived.

## Article XVIII Employee Development

Boston Centers for Youth and Families SENA employees shall be eligible for the Tuition Reimbursement described in of the SENA City-Wide Agreement upon the Mayor's approval of the 2007 Memorandum of Agreement.

## Article XXII Hours of Work and Overtime

**Section 1.** The parties agree that the core week for fulltime employees shall be no less than thirty-five (35) hours per week over five consecutive seven (7) hour days. The parties recognize that the responsibility and nature of work for these employees requires the maximum degree of flexibility for hours of work (including the hours per day as well as the hours per week).

Hours of work for all unit employees shall be determined at the local level with the approval of the Central Office. The parties further agree that employees in the bargaining unit may be regularly required as part of their usual and routine duties and responsibilities as supervisor to extend their core workday or workweek beyond previously defined thirty-five (35) hours per week or seven (7) hours per day without additional compensation. The parties recognize that the work necessities the number of hours of work per day or week.

**Section 2.** When events require the core workday or work week to be extended beyond 35 hours in one week or 7 hours in one workday, flextime should be used. However, subject to the prior approval of Central Office or specified designee, compensatory time off on a time and one-half basis or overtime payment on a time and one-half basis may be granted. The payment of either overtime pay or the granting of compensatory time off shall be at

the discretion of the Central Office, except that overtime pay will be granted for any hours worked where the granting of compensatory time would result in an employee having more than 35 hours of accrued compensatory time. Reasonable notice of events requiring extension of the workday or workweek must be provided to Central Office two weeks prior to the event. Once accrued, the use of compensatory time shall be subject to the operating needs of the department and shall not be unreasonably denied. The employer may, in its discretion, reduce the amount of accrued compensatory time of any employee by compensating the employee with a monetary payment, at their normal rate, for any amount of the employee's compensatory time.

**Section 3.** The schedule of the workday and/or workweek may be changed with reasonable notice given to the employee. Except in emergency situations, reasonable notice shall be ten (10) working days.

**Section 4.** If any employee has left his/her place of employment and has completed his/her scheduled workday and is called back to work he/she shall be paid for each hour worked at a time and one-half basis, and in no event shall receive less than three (3) hours pay on a straight time basis.

**Reasonable Suspicion Drug Testing** shall remain in effect in its entirety including the Boston Centers for Youth and Families Drug Testing Policy.

#### **REASONABLE SUSPICION DRUG TESTING**

In a joint desire to achieve and maintain a workforce that is 100 % drug free, the parties agree that all personnel shall be subject to reasonable suspicion drug testing to be conducted by a provider independent of the City. The Department will establish and adhere to written collection and testing procedures. These procedures shall be fair and reasonable so as to ensure the accuracy and integrity of the test and process. The Union, should it so request, shall meet with the Department in order to discuss issues relative to the collection and testing process. The Drug and Alcohol Policy shall be effective October 5, 2005 or when all members are trained, whichever is later. Boston Centers for Youth and Families Drug Testing Policy currently in effect at Boston Centers for Youth and Families shall remain in effect.